

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

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Index No.:

ESTHER ZICHERMAN

Plaintiff,

SUMMONS

-against-

LOANDEPOT, INC.

Defendant(s).

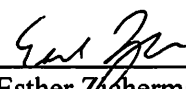
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TO THE ABOVE NAMED
DEFENDANT(S)LoanDepot, Inc.
6561 Irvine Center Drive
Irvine, CA 92618

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is Plaintiff's residence which is Spring Valley, New York.

Dated: October 10, 2024

By: 

Esther Zicherman
Pro Se
21 Aselin Drive
Spring Valley, NY 10977

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

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ESTHER ZICHERMAN

Plaintiff,

-against-

Index No.
COMPLAINT

LOANDEPOT, INC.

Defendant(s)

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I. INTRODUCTION

1. This is a suit brought by a consumer, against Defendant, LoanDepot, Inc., for violations of the Fair Credit Reporting Act (15 U.S.C. § 1681m (4), et. seq. “FCRA”). Specifically Defendant has made false and misleading statements by engaging in credit after failure to uphold contractual obligations with Plaintiff.

II. PARTIES

2. Plaintiff is and at all times hereinafter mentioned was a natural person residing 21 Aselin Drive Spring Valley, NY, 10977. Plaintiff is a consumer as defined by the FCRA.
3. LoanDepot, Inc. maintains its principal place of business at 6561 Irvine Center Drive, Irvine, CA 92618. Defendant is a financial institution.

III. JURISDICTION AND VENUE

4. Jurisdiction and Venue are appropriate in this court because Plaintiff’s residence is located within the City of Spring Valley, NY, and the Defendants systematically and continuously do business within the State of New York, and the claims set forth herein arose out of said New York contacts.

IV. FACTS COMMON TO ALL COUNTS

5. On or about December 2021, Defendant reported false information to the three major credit reporting agencies, Experian, Transunion and Equifax, which caused a derogatory entry to be made on Plaintiff's credit report.
6. Plaintiff and Defendant entered into a contractual agreement to which Plaintiff authorized Defendant to automatically withdraw payments from Plaintiffs bank account for payments monthly.
7. Plaintiff made all payments on time and on schedule.
8. Defendant failed to bill Plaintiff on a date better known by Defendant.
9. Plaintiff contacted Defendant regarding the error to which Defendant stated that they had an internal system error.
10. Defendant acknowledged that they are solely responsible for the system error.
11. Plaintiff made all payments owed and account was closed in April 2022.
12. On or about July 2024 Plaintiff pulled their credit report which showed three alleged "late" payments on date(s) better known by Defendant.
13. Plaintiff demanded that Defendant produce validation of the alleged missed payments to which Defendant did not respond.
14. Plaintiff demanded that Defendant uphold their contractual agreement to which Defendant did not respond.
15. On or about August 2024 Plaintiff submitted disputes to Defendant, Experian, Transunion and Equifax.
16. On or about September 2024 Plaintiff pulled their credit report to see that Defendant had not updated the disputes and continued to report false information to Plaintiff's credit report.
17. Plaintiff has been damaged as a result in the sum of \$25,000.00.

**V. COUNT I
(FCRA)**

- VI. Plaintiff repeats and reiterates all previous allegations as if the same were fully set forth herein.
- VII. The credit reporting bureau notified Defendant of Plaintiff's dispute of the reported item on their credit report.
- VIII. Defendant, despite receiving notice of Plaintiff's dispute failed to re-investigate, and continued to report the same as a delinquent debt.
- IX. By failing to re-investigate, and continuing to report derogatory credit information against Plaintiff, Defendant violated the FCRA.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

- a. Actual damages in the amount of \$25,000.00, statutory damages, and punitive damages.
- b. Litigation expenses and costs.
- c. Such other and further relief as the Court deems just and proper

Dated: October 10, 2024
Spring Valley, New York

By: 
Esther Zicherman
Pro Se

TO:
LoanDepot, Inc.
6561 Irvine Center Drive
Irvine, CA 92618